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Registered Number: 02987890

**Articles  
of Association**

of

**LEATHERMARKET JOINT MANAGEMENT BOARD**

as amended by special resolution on 12 July 2023

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

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Ref: DSA.028613.0012

**COMPANY NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**LEATHERMARKET JOINT MANAGEMENT BOARD**

**PART A. INTRODUCTION**

**1 INTERPRETATION**

1.1 In these Articles:

“the Act”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
“Annual General Meeting”	means the General Meeting designated as such by the Board, to be called once in each year
“Area of Benefit”	means the Estate
“the Articles”	means these Articles of Association of the Company
“the Board”	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
“Board Meeting”	means a meeting of the Board
“Business Day”	means any day other than a Saturday, Sunday, bank holiday or public holiday
“Chair”	means (subject to the context) either the person elected as chair of the Company under Article 27 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
“Clear Days”	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
“Committee”	means a committee of the Board exercising powers delegated to it by the Board
“Companies House”	means the office of the Registrar of Companies

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“the Company”	means the company intended to be regulated by the Articles
“Company Member”	means a member for the time being of the Company who is admitted under Article 6
“Co-operative Principles”	means the internationally agreed principles of co-operation, as agreed by the International Co-operative Alliance, and being at the date of adoption of these Articles: <ul style="list-style-type: none"><li>• Voluntary and Open Membership</li><li>• Democratic Member Control</li><li>• Member Economic Participation</li><li>• Autonomy and Independence</li><li>• Education, Training And Information</li><li>• Co-operation Among Co-operatives</li><li>• Concern for the Community</li></ul> or such other statement of principles as may replace them from time to time
“Director”	means any director of the Company who is appointed under Article 19
“Estate”	means the Leathermarket estate in the London Borough of Southwark
“General Meeting”	means a meeting of Company Members
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“Leaseholder”	means a person who holds a lease of more than 21 years’ duration of a property on the Estate and is named on the lease
“the Memorandum”	means the Memorandum of Association of the Company
“the Objects”	means the objects of the Company set out in Article 3
“Observers”	means those persons (other than Directors) present under Article 29 at a Board Meeting
“Registered Office”	means the registered office of the Company
“Resident”	means a person whose sole or main residence is on the Estate
“Secretary”	means the secretary of the Company including a joint, assistant or deputy secretary

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“TRA”	means a Tenants or Residents Association active on the Estate and which is recognised as such by the Board, and “TRAs” shall be construed accordingly
“United Kingdom”	means Great Britain and Northern Ireland
“Vice-Chair”	means a person elected as a Vice-Chair of the Company under Article 27
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning;
- 1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
- 1.2.3 references to “organisations” or “persons” include but are not limited to corporate bodies, public bodies, unincorporated associations, trusts and partnerships;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5 references to articles are to those within the Articles; and
- 1.2.6 headings are not to affect the interpretation of the Articles.

1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.

1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 apply to the Company.

## **2 NAME**

The name of the Company is Leathermarket Joint Management Board.

## **3 OBJECTS**

3.1 The Company’s Objects are specifically restricted to the following:-

- 3.1.1 to represent the interests of all the Company Members, especially (but not exclusively) in relation to their dealings with the London Borough of Southwark;
- 3.1.2 the promotion of the social economic and environmental well-being of individuals living or wanting to live in or near the Estate;

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- 3.1.3 the business of managing and providing housing (including social housing) on the Estate and the surrounding areas and providing assistance to help house people and associated facilities and amenities or services;
  - 3.1.4 the provision of workspace, buildings and/or land for use on such terms as the Board shall determine;
  - 3.1.5 the provision of such other community resources, services and activities in the Area of Benefit as the Board shall determine from time to time, for the benefit of the community; and
  - 3.1.6 any other activity that the Board reasonably considers is for the benefit of the community in the Area of Benefit.

### **Equality and commitment to Co-operative Principles**

- 3.2 In the furtherance of the Objects the Company shall at all times:
  - 3.2.1 actively promote and take into consideration the principles of equality of opportunity;
  - 3.2.2 seek to abide by and implement the Co-operative Principles.

## **4 POWERS**

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

### **Staff and Volunteers**

- 4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;
- 4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

### **Property**

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property;
- 4.6 to provide accommodation for any other organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents);

### **Borrowing**

- 4.7 to borrow and give security for loans;

### **Grants and Loans**

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees;

### **Fund Raising**

- 4.9 to raise funds, to invite and receive contributions;

### **Trading**

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

### **Publicity**

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;

- 4.12 to promote or carry out research and publish the results of it;

### **Contracts**

- 4.13 to co-operate with and enter into contracts with any person;

### **Bank or building society accounts**

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

### **Investments**

- 4.15 to:

4.15.1 deposit or invest funds;

4.15.2 employ a professional fund-manager; and

4.15.3 arrange for the investments or other property of the Company to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000.

### **Insurance**

- 4.16 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

- 4.17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

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- 4.18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;
  - 4.19 to provide indemnity insurance for the Directors;

#### **Other Organisations**

- 4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, community benefit societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant purposes;
- 4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied purposes, to exchange information and advice and to undertake joint activities with them;
- 4.22 to amalgamate with any organisation which has objects similar to the Objects;
- 4.23 to undertake and execute any charitable trusts;
- 4.24 to affiliate, register, subscribe to or join any organisation;
- 4.25 to act as agent or trustee for any organisation;

#### **Reserves**

- 4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

#### **General**

- 4.27 to do anything else within the law which is incidental and conducive to the Objects.

## **5 APPLICATION OF FUNDS**

### **5.1 General**

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 5):

- 5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and
- 5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

### **5.2 Benefits to Members**

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Company Members:

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**Interest and Rent**

- 5.2.1 reasonable and proper interest on money lent by any Company Member to the Company;
- 5.2.2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Company Member to the Company or a reasonable hiring fee for premises hired by any Company Member to the Company;

**Supply of Goods or Services**

- 5.2.3 reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract;

**Out of Pocket Expenses**

- 5.2.4 reasonable and proper out of pocket expenses to Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers; and

**Benefits to Company Members**

- 5.2.5 the grant of a benefit to a Company Member who is a beneficiary of the Company in the furtherance of the Objects.

**5.3 Benefits to Directors**

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Directors:

**Out of pocket expenses**

- 5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;
- 5.3.2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

**Indemnity**

- 5.3.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
- 5.3.4 the benefit of indemnity insurance under Article 4.19;

**Fees to companies in which Directors have negligible interests**

- 5.3.5 a payment to a company in which a Director has no more than a 1% shareholding;



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**Interest and Rent**

- 5.3.6 reasonable and proper interest on money lent by any Director to the Company;
- 5.3.7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Director to the Company or a reasonable hiring fee for premises hired by any Director to the Company;

**Beneficiaries**

- 5.3.8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries;

**Employment/Supply of Goods and Services**

- 5.3.9 payments to a Director who is employed by the Company or who enters into a contract for the supply of goods or services to the Company (other than for acting as a Director) provided that:-
- 5.3.9.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;
  - 5.3.9.2 the Director is absent from the part of any meeting at which there is a discussion of their employment or remuneration or any matter concerning the contract, their performance in the employment or their performance of the contract, any proposal to enter into any other contract or arrangement with them or to confer any benefit upon them and/or any other matter relating to payment or the conferring any benefit to them;
  - 5.3.9.3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting;
  - 5.3.9.4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing or contracting with a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);
  - 5.3.9.5 the reason for the Directors' decision is recorded in the minutes of the Board meeting; and
  - 5.3.9.6 at no time shall a majority of the Directors receive payment pursuant to this Article 5.3.9.

The employment or remuneration of a Director pursuant to this Article includes the engagement or remuneration of any firm or company in which

the Director is a partner, an employee, a consultant, a director (except when they are not paid as a director) or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

- 5.4 The provisions in this Article 5 on the making of payments and the granting of benefits by the Company to Directors shall also extend to payments made to Directors by any other company in which the Company
- 5.4.1 holds more than 50% of the shares; or
  - 5.4.2 controls more than 50% of the voting rights attached to the shares; or
  - 5.4.3 has the right to appoint more than 50% of the directors to its board.
- 5.5 For the purposes of Article 5.3 a payment to or a benefit granted to a dependant relative or the spouse of the Director or any person living with the Director as their partner shall be deemed to be a payment to the Director and shall be permitted to the same extent that payments to or benefits granted to Directors are permitted.

## **PART B. COMPANY MEMBERSHIP**

### **6 COMPANY MEMBERS**

The Company Members are:

- 6.1 the subscribers to the Memorandum; and
- 6.2 others admitted to membership of the Company by the Board under the Articles.

### **7 ADMISSION OF COMPANY MEMBERS**

- 7.1 A person may not be admitted by the Board as a Company Member:
  - 7.1.1 unless they have signed a written application to become a Company Member in such form as the Board requires;
  - 7.1.2 unless they are a Resident;
  - 7.1.3 unless they are aged 18 or over;
  - 7.1.4 if they have previously been expelled from membership under these Articles, unless the Board otherwise resolves;
  - 7.1.5 if they would immediately cease to be a Company Member under the Articles; or
  - 7.1.6 unless they have agreed to keep to any code of conduct for Company Members adopted by the Board from time to time.
- 7.2 Company membership is personal and not transferable. Only natural persons may become Company Members; membership is not open to corporations.

### **8 TERMINATION OF COMPANY MEMBERSHIP**

- 8.1 A person will cease to be a Company Member:
  - 8.1.1 on delivering written notice of resignation to the Registered Office;
  - 8.1.2 if they die;
  - 8.1.3 if they cease to be a Resident;
  - 8.1.4 if, following the procedure in Articles 8.2 to 8.4:
    - 8.1.4.1 the Company has not been able to make contact with them; or
    - 8.1.4.2 they no longer wish to participate in the Company;
  - 8.1.5 if they are removed as a Company Member under the provisions of Articles 8.6 to 8.13;

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- 8.1.6 if, within one month of becoming a Company Member, they have refused to sign any code of conduct for Company Members adopted by the Board from time to time.
- 8.2 Where the Company has evidence that a Company Member no longer lives at the address shown in its register of Company Members ("registered address") then subject to carrying out the following procedures, the Secretary may remove the name of such Company Member from the register of Members.
- 8.3 Before any such removal, the Company shall:
- 8.3.1 take all reasonable steps to establish whether there is a forwarding address, and if there is one, contact the Member at the forwarding address with the information set out below;
- 8.3.2 advise the Company Member in writing that the Company intends after a notice period of not less than two calendar months to revise its register of Company Members to remove those Company Members no longer living at their registered address;
- 8.3.3 provide contact details including via electronic means for any Company Member wishing to update their registered address, confirm their continuing wish to participate in the Company, or to withdraw from membership of the Company.
- 8.4 At the end of the notice period, the Secretary shall cause the register of Company Members to be revised by removing those Company Members with whom no contact has been made, and cancelling their membership.
- 8.5 The accidental non-receipt of any notification by any Company Member whose removal is proposed shall not invalidate the steps taken to remove the Company Member under this rule.
- 8.6 Where concerns are raised concerning the conduct of a Company Member, then the Board shall ensure that there is such investigation of that conduct as the Board considers appropriate under this Article.
- 8.7 The results of that investigation shall be placed before a Committee appointed by the Board for the purpose, formed of no more than 4 serving Directors.
- 8.8 The Committee shall consider whether the conduct of the Company Member concerned fell below the standard expected of Company Members including under any agreed code of conduct, and the general law.
- 8.9 Before taking any decision, the Committee shall ensure that the Company Member concerned has the opportunity to put their case. If the Company Member concerned declines to do so, then the Committee may proceed to make a decision notwithstanding this.
- 8.10 If pursuant to Article 8.8 the Committee considers that the conduct of the Company Member concerned has fallen below the expected standard then the Committee may:
- 8.10.1 issue such warning as to future conduct, or requirement for additional

training, as it sees fit;

8.10.2 suspend the Company Member from membership for a period of no more than twelve months; or

8.10.3 remove the Company Member from membership.

8.11 Any removal from office under Article 8.10 takes effect from the conclusion of the Committee meeting concerned.

8.12 Any individual so removed from office may by written notice to the Company appeal to the next following Board Meeting. The Board shall ensure that:

8.12.1 no member of the Committee appointed under Article 8.7 takes part in the Board deliberation or decision concerning the appeal;

8.12.2 the individual concerned has the opportunity to put their case to the Board if they wish to do so.

8.13 If the Board resolves to uphold the appeal, the individual concerned shall be deemed re-appointed as a Company Member from the conclusion of the relevant Board Meeting.

## **9 LIABILITY OF COMPANY MEMBERS**

9.1 The liability of the Company Members is limited.

9.2 Every Company Member promises, if the Company is wound up whilst they are a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards:

9.2.1 winding up the Company;

9.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Company Member; and

9.2.3 the adjustment of the rights of the contributories among themselves.

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## PART C. GENERAL MEETINGS

### 10 GENERAL MEETINGS

- 10.1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 11.
- 10.2 The Board must call at least one General Meeting each year, to be designated the Annual General Meeting.
- 10.3 The business of the Annual General Meeting shall include:
- 10.3.1 consideration of the income and expenditure account and balance sheet;
  - 10.3.2 consideration of the reports of the Directors and the auditors;
  - 10.3.3 the election of Directors in the place of those retiring; and
  - 10.3.4 the appointment of, and the fixing of the remuneration of, the auditors;
  - 10.3.5 such other matters as the Board may choose to put before the Company Members.
- 10.4 On receiving a requisition from the percentage of Company Members required under the Act the Board must promptly convene a General Meeting.
- 10.5 A General Meeting may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the General Meeting whilst others are present via communications equipment.

### 11 NOTICE OF GENERAL MEETINGS

- 11.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 11.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting.
- 11.3 The notice must specify:
- 11.3.1 the time, date and place of the General Meeting;
  - 11.3.2 the general nature of the business to be transacted, including if it is the Annual General Meeting; and
  - 11.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.

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- 11.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
  - 11.5 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any).
  - 11.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

## **12 QUORUM**

- 12.1 No business may be transacted at a General Meeting unless a quorum is present.
- 12.2 The quorum for General Meetings is 25 of the Company Members for the time being present in person or by proxy, provided that least three TRAs are represented.
- 12.3 A Company Member may be part of the quorum at a General Meeting if they can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 12.4 If a quorum is not present within 30 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 12.5 If at the adjourned meeting there are again insufficient Company Members present within 30 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.
- 12.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

## **13 CHAIR AT GENERAL MEETINGS**

- 13.1 The Chair is to chair General Meetings.
- 13.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting.
- 13.3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

## **14 ADJOURNMENT OF GENERAL MEETINGS**

- 14.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 14.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any

other reason an adjournment is necessary for the business of the meeting to be properly conducted.

- 14.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 14.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 14.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

## **15 VOTING AT GENERAL MEETINGS**

- 15.1 Resolutions are to be decided on a show of hands (which can include via electronic means) unless a ballot is properly demanded. Subject to the provisions of these Articles or of any statute such a resolution may be passed by a simple majority of the votes cast at a General Meeting including proxy votes.
- 15.2 Each Company Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 15.3 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote.
- 15.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 15.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

## **16 BALLOTS**

- 16.1 A ballot may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands.
- 16.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 16.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 16.4 The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 16.5 A ballot on the election of a chair or an adjournment must be taken immediately. A



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ballot on any other question may be taken either immediately or at such time and place as the Chair directs.

- 16.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

## **17 PROXIES**

- 17.1 A Company Member may validly appoint a proxy by notice in writing which
- 17.1.1 states the name and address of the member appointing the proxy;
  - 17.1.2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
  - 17.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 17.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 17.2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 38. A proxy may not appoint another proxy.
- 17.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 17.5 No document appointing a proxy will be valid for more than 12 months.
- 17.6 A vote given or ballot demanded by proxy is to be valid despite:-
- 17.6.1 the revocation of the proxy; or
  - 17.6.2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 17.7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

## **18 COMPANY MEMBERS' WRITTEN RESOLUTIONS**

- 18.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:
- 18.1.1 a copy of the proposed resolution has been sent to every eligible Company Member;
  - 18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Company Members have signified their agreement to the resolution; and
  - 18.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.
- 18.2 A resolution under Article 18.1 may consist of several documents in similar form each approved by one or more Company Members.

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## PART D. DIRECTORS

### 19 APPOINTMENT OF DIRECTORS

- 19.1 Unless the Board decides otherwise:-
- 19.1.1 the minimum number of Directors is 3; and
  - 19.1.2 the maximum number of Directors is 14.
- 19.2 Subject to Articles each TRA is entitled to nominate two Company Members to act as Directors, as follows:
- 19.2.1 the Board shall seek to agree the process of nomination with each active TRA, and invite the TRA to nominate two individuals as Directors to take effect from the Annual General Meeting each year;
  - 19.2.2 if there is no TRA recognised as active by the Board in relation to a particular part of the Estate, the Board shall consult Residents in that part of the Estate to procure nominations to the Board. The Board shall then consider and, if thought appropriate, approve the nominations for proposal at the Annual General Meeting;
  - 19.2.3 in either case the Board shall put before the Annual General Meeting the nominations which have been proposed. Each nomination is to be put to the Company Members by way of ordinary resolution, and if the Company Members vote in favour of appointment the individual concerned shall be appointed as a Director.
  - 19.2.4 Each Director appointed under this Article shall serve until the next Annual General Meeting following their appointment. A Director shall be eligible for re-appointment.
- 19.3 The Board may appoint up to four individuals as co-opted Directors at any time. Co-opted Directors may, but need not, be Company Members. Any co-opted Director shall hold office until the following Annual General Meeting but may be re-appointed.
- 19.4 On or before the appointment of a person as a Director the person must confirm his consent to be appointed as a Director in whatever format the Board may require and provide the information necessary to register the person online at Companies House as a Director. The appointment of any person as a Director, who has not complied with the requirements of this Article 19.2 within one month of appointment, is to lapse unless the Board resolves that there is good cause for the delay.
- 19.5 A person may not be appointed as a Director:
- 19.5.1 unless they are 18 or over; or
  - 19.5.2 if they would immediately cease to hold office under the Articles.
- 19.6 Where a casual vacancy arises for a Director appointed under Article 19.2, then the Board may appoint any person as a Director at their discretion. Any individual so

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appointed will hold office until the next Annual General Meeting (but may be re-appointed under Article 19.2 at that meeting).

## **20 OBLIGATIONS OF DIRECTORS**

- 20.1 The Board must set out in writing the principal obligations of every Director to the Board and to the Company. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.
- 20.2 The statement of the obligations of the Directors to the Company must include:-
- 20.2.1 a commitment to its values and objectives including equal opportunities and the Co-operative Principles;
  - 20.2.2 an acknowledgement that Directors do not "represent" a TRA or any part of the Estate, but have an overriding duty to act in the Company's best interests;
  - 20.2.3 an obligation to contribute to and share responsibility for the Board's decisions;
  - 20.2.4 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;
  - 20.2.5 an obligation to declare relevant interests;
  - 20.2.6 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;
  - 20.2.7 an obligation to comply with statutory and fiduciary duties, including:-
    - 20.2.7.1 to act in the best interests of the Company;
    - 20.2.7.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put themselves in a position where their personal interest or a duty owed to another conflicts with the duties owed to the Company;
    - 20.2.7.3 to secure the proper and effective use of the Company's property;
    - 20.2.7.4 to act personally;
    - 20.2.7.5 to act within the scope of any authority given;
    - 20.2.7.6 to use the proper degree of skill and care when making decisions particularly when investing funds; and
    - 20.2.7.7 to act in accordance with the Articles; and
  - 20.2.8 a reference to obligations under the general law.
- 20.3 A Director must sign and deliver to the Board a statement confirming they will meet their obligations to the Board and to the Company within one month of their

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appointment.

## **21 RETIREMENT AND REMOVAL OF DIRECTORS**

21.1 A Director will cease to hold office if they:-

21.1.1 die;

21.1.2 cease to be a director under the Act, or are prohibited by law from being a director or a charity trustee;

21.1.3 in the reasonable opinion of the Board, become incapable of fulfilling their duties and responsibilities as a Director because of illness or injury and the Board resolves that they be removed as a Director;

21.1.4 are declared bankrupt or makes any arrangement or composition with their creditors;

21.1.5 are removed from office under the provisions of Article 21.6;

21.1.6 resign by written notice to the Company at the Registered Office;

21.1.7 are absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting at a properly convened Board Meeting) that they should cease to be a Director;

21.1.8 fail to sign a statement of their obligations under Article 20 within one month of their appointment and the Board resolves that they be removed;

21.1.9 their term of office comes to an end and they are not re-appointed in accordance with Article 19.

21.2 Where concerns are raised concerning the conduct of a Director, then the Board shall ensure that there is an investigation of that conduct under Article 22.4.5 below.

21.3 The results of that investigation shall be placed before a Committee appointed by the Board for the purpose, formed of no more than 4 serving Directors.

21.4 The Committee shall consider whether the conduct of the Director concerned fell below the standard expected of Directors under the statement of obligations to be signed under Article 20, any agreed code of conduct, and the general law.

21.5 Before taking any decision, the Committee shall ensure that the Director concerned has the opportunity to put their case. If the Director concerned declines to do so, then the Committee may proceed to make a decision notwithstanding this.

21.6 If pursuant to Article 21.4 the Committee considers that the conduct of the Director concerned has fallen below the expected standard then the Committee may:

21.6.1 issue such warning as to future conduct, or requirement for additional training, as it sees fit;

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- 21.6.2 suspend the Director from office for a period of no more than twelve months; or
  - 21.6.3 remove the Director from office.
  - 21.7 Any removal from office under Article 21.6 takes effect from the conclusion of the Committee meeting concerned.
  - 21.8 Any individual so removed from office may by written notice to the Company appeal to the next following Board Meeting. The Board shall ensure that:
    - 21.8.1 no member of the Committee appointed under Article 21.3 takes part in the Board deliberation or decision concerning the appeal;
    - 21.8.2 the individual concerned has the opportunity to put their case to the Board if they wish to do so.
  - 21.9 If the Board resolves to uphold the appeal, the individual concerned shall be deemed re-appointed as a Director from the conclusion of the relevant Board Meeting.

## **22 CONFLICTS OF INTEREST AND BOARD MEMBER CONDUCT**

### **22.1 Declaration of interests**

- 22.1.1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, they must declare the nature and extent of that interest to the other Directors.
- 22.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.
- 22.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- 22.1.4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement.
- 22.1.5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director is treated as being aware of matters of which they ought reasonably to be aware.
- 22.1.6 A Director need not declare an interest:
  - 22.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or
  - 22.1.6.2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

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## 22.2 Authorisation of direct conflicts of interest

A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5.

## 22.3 Authorisation of indirect conflicts of interest

22.3.1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that:

22.3.1.1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

22.3.1.2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.

22.3.2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent themselves from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

## 22.4 Complaints about conduct

22.4.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Director that in their reasonable opinion is detrimental to the interests of the Company and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article they may suspend the Director concerned.

22.4.2 Conduct detrimental to the interests of the Company includes:

22.4.2.1 any breach of a Director's obligations as set out in the statement of obligations of Directors signed by them under Article 20 or otherwise; and

22.4.2.2 conviction of any offence which has or is likely to bring the Company into disrepute.

22.4.3 Where the Chair is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Chair then the Vice Chair may exercise the power to suspend the Chair or a Director under Article 22.4.1 in the same circumstances as the Chair.

22.4.4 The Director whose conduct is complained of must immediately be notified in writing either by the Secretary (if any) or by the Chair or the Vice Chair of

the complaint and of any suspension which if exercised under Article 22.4.1 or Article 22.4.3 will be effective from the date of the notice. During the period of any suspension the Director must not:

- 22.4.4.1 participate in a Board Meeting;
  - 22.4.4.2 authorise or incur expenditure on behalf of the Company;
  - 22.4.4.3 make use of any property belonging to or in use by the Company in their capacity as a Director;
  - 22.4.4.4 hold themselves out as a Director of the Company; or
  - 22.4.4.5 seek to commit the Company to any obligation.
- 22.4.5 On receipt of a complaint under Article 22.4.1 the Chair or the Vice Chair must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Chair or Vice Chair acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.



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## **PART E. BOARD MEETINGS**

### **23 FUNCTIONS OF THE BOARD**

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:-

- 23.1 defining and ensuring compliance with the values and objectives of the Company;
- 23.2 establishing policies and plans to achieve those objectives;
- 23.3 approving each year's budget and accounts before publication;
- 23.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 28) and employees with proper systems of control;
- 23.5 monitoring the Company's performance in relation to its plans budget controls and decisions;
- 23.6 appointing (and if necessary removing) senior employees;
- 23.7 carrying out a review of the Articles and proposing any changes to the Company Members at least every three years;
- 23.8 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 23.9 ensuring that appropriate advice is taken on the items listed in Articles 23.1 to 23.88 and in particular on matters of legal compliance and financial viability.

### **24 POWERS OF THE BOARD**

- 24.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 24.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

### **25 BOARD MEETINGS**

- 25.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 25.2 Board Meetings may be called by any Director or the Secretary (if appointed).
- 25.3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom.
- 25.4 A Board Meeting which is called on shorter notice than required under Article 25.3 is

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deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.

- 25.5 A Board Meeting may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the Board Meeting whilst others are present via communications equipment. If all the Directors participating in the Board Meeting are not in the same place, they may decide that the Board Meeting is to be treated as taking place wherever any of them is.
- 25.6 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 25.77, each Director is to have one vote.
- 25.7 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 25.8 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

## **26 QUORUM FOR BOARD MEETINGS**

- 26.1 The quorum for Board Meetings is five of the Directors for the time being, provided that Directors appointed by at least three different TRAs (or from different parts of the Estate and appointed by the Board under Article 19.2.2) are present.
- 26.2 A Director may be part of the quorum at a Board Meeting if they can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 26.3 The Board may act despite vacancies in its number but if the number of Directors is less than three then the Board may act only to procure the appointment of Directors under Article 19.
- 26.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:-
- 26.4.1 adjourn it to such other time and place as they decide; or
- 26.4.2 call a General Meeting; or
- 26.4.3 procure the appointment of Directors under Article 19.
- 26.5 If at the adjourned Board Meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present may only act to procure the appointment of Directors under Article 19.

## **27 CHAIR AND VICE-CHAIR**

- 27.1 The Company must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair, if any, are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their

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- term of office ends. Both the Chair and the Vice-Chair, if any, may be re-elected by the Board.
- 27.2 The Chair and the Vice-Chair, if any, may resign from their positions at any time (without necessarily resigning as Directors at the same time).
- 27.3 Where there is no Chair and no Vice-Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 27.1.
- 27.4 The Chair and the Vice-Chair, if any, may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why they should not be removed.
- 27.5 The Chair is to chair all Board Meetings and General Meetings at which they are present unless they do not wish or are not able to do so.
- 27.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless they are unwilling or unable to do so.
- 27.7 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.
- 27.8 The functions of the Chair are:-
- 27.8.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;
  - 27.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
  - 27.8.3 to give all Directors an opportunity to express their views;
  - 27.8.4 to establish a constructive working relationship with and to provide support for the employees;
  - 27.8.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any senior employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
  - 27.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;
  - 27.8.7 to ensure that the Board monitors the use of delegated powers; and
  - 27.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.
- 27.9 The role of the Vice-Chair, (if any,) is to deputise for the Chair during any period of their absence and, for that period, their functions shall be the same as those of the

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Chair.

## **28 COMMITTEES AND WORKING PARTIES**

28.1 The Board may:

28.1.1 establish Committees consisting of those persons whom the Board decide;

28.1.2 delegate to a Committee any of its powers; and

28.1.3 revoke a delegation at any time.

28.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

28.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

28.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of their appointment until the term of office for which they have been appointed expires or until they resign or are removed by the Board from the Committee or Working Party.

28.5 The Board shall ensure that each Committee or Working Party is subject to an appropriate code of conduct, agreed from time to time by the Board.

28.6 The Board must determine the quorum for each Committee and Working Party it establishes.

28.7 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

28.8 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

28.9 A meeting of a Committee or Working Party may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the meeting whilst others are present via communications equipment. If all the people participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **29 OBSERVERS**

29.1 Subject to Article 29.4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.

29.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.

- 29.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 29.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to them is being considered.

### **30 DIRECTORS' WRITTEN RESOLUTIONS**

- 30.1 A written resolution approved by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 30.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 30.3 A resolution under Articles 30.1 or 30.2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members.

## **PART F. OFFICERS**

### **31 THE SECRETARY**

- 31.1 The Board may decide whether or not a Secretary is appointed.
- 31.2 Where appointed, a Secretary may be removed by the Board at any time.
- 31.3 If a Director is appointed as Secretary they may not receive any remuneration for acting in that capacity.

### **32 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

- 32.1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by them in their capacity as such except when that liability is due to their own dishonesty or gross negligence.
- 32.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 32.3, the Company may indemnify any Director against any liability incurred by them in their capacity as such.
- 32.3 The indemnity provided to a Director in accordance with Article 32.2 may not include any indemnity against liability:-
  - 32.3.1 to the Company or a company associated with it;
  - 32.3.2 for fines or penalties; or
  - 32.3.3 incurred as a result of their unsuccessful defence of criminal or civil proceedings.
- 32.4 The indemnity provided to a Director in accordance with Article 32.2 may include the provision of funds to cover their legal costs as they fall due on terms that the Director in question will repay the funds if they are unsuccessful in their defence of the criminal or civil proceedings to which these costs relate
- 32.5 In respect to its auditor the Company may:-
  - 32.5.1 purchase and maintain insurance for their benefit against any liability incurred by them in their capacity as such; and
  - 32.5.2 indemnify them against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in their favour or they are acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to them by the Court.

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## **PART G. STATUTORY AND MISCELLANEOUS**

### **33 MINUTES**

- 33.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Directors present must be included in the minutes.
- 33.2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 33.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 33.4 The Board must keep minutes of all of the appointments made by the Board.

### **34 ACCOUNTS, CONFIRMATION STATEMENT AND ANNUAL RETURN**

- 34.1 The Company must comply with the Act and the Directors must comply with their obligations as company directors under the Act including preparing and filing the annual accounts and annual confirmation statement with the Registrar of Companies.
- 34.2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 34.3 The annual Directors' report and accounts must contain:
- 34.3.1 revenue accounts and balance sheet for the last accounting period;
  - 34.3.2 the auditor's report on those accounts (if applicable); and
  - 34.3.3 the Board's report on the affairs of the Company.
- 34.4 The accounting records of the Company must always be open to inspection by a Director.

### **35 BANK AND BUILDING SOCIETY ACCOUNTS**

- 35.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.
- 35.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

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**36 EXECUTION OF DOCUMENTS**

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

- 36.1 two Directors;
- 36.2 one Director and the Secretary (where appointed); or
- 36.3 one Director in the presence of a witness who attests the Director's signature.

**37 NOTICES**

- 37.1 Except for notices calling Board Meetings (which may be in writing but do not have to be) notices under the Articles must be in writing. In this Article writing includes facsimile transmission or email.
- 37.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 37.3 The Company may give a notice to a Company Member, Director or auditor either:
  - 37.3.1 personally;
  - 37.3.2 by sending it by post in a prepaid envelope;
  - 37.3.3 by leaving it at their address; or
  - 37.3.4 by email.
- 37.4 Notices under Article 37.3.2 to 37.3.44 may be sent:-
  - 37.4.1 to an address in the United Kingdom which that person has given the Company;
  - 37.4.2 to the last known home or business address of the person to be served; or
  - 37.4.3 to that person's address in the Company's register of Company Members.
- 37.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 37.6 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.
- 37.7 A notice may be served on the Company by delivering it or sending it to the Registered Office.
- 37.8 The Board may make standing orders to define other acceptable methods of delivering notices.



**38 STANDING ORDERS**

38.1 Subject to Article 38.4;

38.1.1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Company; and

38.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.

38.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.

38.3 Standing orders are binding on all Company Members and Directors.

38.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

**39 WINDING UP**

39.1 The Company Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

39.1.1 directly for the Objects; or

39.1.2 by transfer to any organisation for purposes similar to the Objects; or

39.1.3 to any organisation for use for particular purposes that fall within the Objects.

39.2 Subject to any such resolution of the Company Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred:

39.2.1 directly for the Objects; or

39.2.2 by transfer to any organisation for purposes similar to the Objects; or

39.2.3 to any organisation for use for particular purposes that fall within the Objects.

39.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Company Members and if no resolution is passed by the Company Members or the Directors the net assets of the Company shall be applied for such purposes as may be directed by the court or by Co-operatives UK.